

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DoubleClick Inc.		07/13/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc.
Street Address:	383 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2390924	BOOMERANG
Registration Number:	2670174	CHANNELVIEW
Registration Number:	2342237	DART
Registration Number:	2701909	DARTMAIL
Registration Number:	2701908	DARTMAIL
Registration Number:	2746086	DARTMAIL
Registration Number:	2556010	DARTMAIL
Registration Number:	2386809	DOUBLECLICK
Registration Number:	2392531	DOUBLECLICK
Registration Number:	1918985	DOUBLECLICK
Registration Number:	2879320	DOUBLECLICK ENSEMBLE
Registration Number:	2848577	SITEADVANCE
Registration Number:	2531325	SONAR.COM
Registration Number:	2529082	SONAR.COM

TRADEMARK

REEL: 003305 FRAME: 0983

900048617

OP \$615.00 2390924

Registration Number:	2699141	SONARNETWORK
Registration Number:	2529083	SONARNETWORK
Serial Number:	78623808	ABACUS
Serial Number:	78547238	BUYERPOINT
Serial Number:	78600215	CLEAREDGE
Serial Number:	78485273	DART SEARCH
Serial Number:	78464237	DBEDGE
Serial Number:	76369798	MEDIAVISOR
Serial Number:	78233345	MOTIF
Serial Number:	78233342	MOTIF

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0165 (2ND LIEN)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	05/10/2006

Total Attachments: 9

source=Doubleclick-2nd lien(TM)#page1.tif
source=Doubleclick-2nd lien(TM)#page2.tif
source=Doubleclick-2nd lien(TM)#page3.tif
source=Doubleclick-2nd lien(TM)#page4.tif
source=Doubleclick-2nd lien(TM)#page5.tif
source=Doubleclick-2nd lien(TM)#page6.tif
source=Doubleclick-2nd lien(TM)#page7.tif
source=Doubleclick-2nd lien(TM)#page8.tif
source=Doubleclick-2nd lien(TM)#page9.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 13, 2005 (as amended, restated, supplemented or otherwise modified from time to time, this "Second Lien Trademark Security Agreement"), among **DOUBLECLICK INC.**, a Delaware corporation and each of the undersigned (together with any other Person that executes a Joinder Agreement each, a "Grantor" and collectively, the "Grantors"), in favor of **BEAR STEARNS CORPORATE LENDING INC. ("BSCL")**, as Collateral Agent (in such capacity, the "Collateral Agent") for the benefit of the banks, financial institutions and other entities from time to time party to the Second Lien Credit Agreement (as defined below) (the "Secured Parties").

WITNESSETH:

WHEREAS, **CLICK ACQUISITION CORP.**, a Delaware corporation (which on the Closing Date shall be merged with and into DoubleClick Inc. with DoubleClick Inc. surviving such merger as the borrower) (the "Borrower"), has entered into that certain Second Lien Credit Agreement, dated as of July 13, 2005 (the "Second Lien Credit Agreement"), by and among **CLICK SUBCO CORP.**, a Delaware corporation, the Borrower, the Lenders, **BEAR, STEARNS & CO. INC.** and **CREDIT SUISSE**, as Joint Lead Arrangers and Joint Bookrunners, **CREDIT SUISSE**, as Syndication Agent, **ABLECO FINANCE LLC**, as Documentation Agent, and **BSCL**, as Administrative Agent and Collateral Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Second Lien Credit Agreement that each Grantor shall have executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of July 13, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Pledge and Security Agreement"), in favor of the Collateral Agent for the ratable benefit of the Secured Parties.

WHEREAS, under the terms of the Second Lien Pledge and Security Agreement, each Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor, including all successors and assigns, to the Collateral Agent for the ratable benefit of the Secured Parties and, upon the payment in full of all amounts owed to the Secured Parties, has agreed as a condition thereof to execute this Second Lien Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

WHEREAS, this Agreement is supplemental to the provisions contained in the Second Lien Pledge and Security Agreement and the Second Lien Credit Agreement and, in the event of an inconsistency among them, the Second Lien Credit Agreement shall control over the Second Lien Pledge and Security Agreement and the Second Lien Pledge and Security Agreement shall control over this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Second Lien Pledge and Security Agreement, and, if not therein defined, in the Second Lien Credit Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for itself and for the ratable benefit of the Secured Parties, subject to the exclusions and limitations set forth in the First Lien Pledge and Security Agreement, a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Trademark Collateral") :

all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time in accordance with the First Lien Pledge and Security Agreement) and the goodwill of the business symbolized by the foregoing.

SECTION 3. SECOND LIEN PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Second Lien Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall control.

SECTION 4. APPLICABLE LAW. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. COUNTERPARTS. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered

shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date Second set forth above.

CLICK SUBCO CORP.

By: 

Name: Philip U. Hammarskjold

Title: President, Treasurer and Assistant Secretary

DOUBLECLICK INC.

By: _____

Name: David Rosenblatt

Title: President

BAMBINO FINANCE CORP.

By: _____

Name: Joe Todaro

Title: President

MESSAGEMEDIA US/EUROPE, INC.

By: _____

Name: Joe Todaro

Title: President

DOUBLECLICK HOLDING CORP.

By: _____

Name: Joe Todaro

Title: President

[DOUBLECLICK INC. SECOND LIEN TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date Second set forth above.

CLICK SUBCO CORP.

By: _____
Name: Philip U. Hammaraskjold
Title: President, Treasurer and Assistant Secretary

DOUBLECLICK INC.

By: David Rosenblatt
Name: David Rosenblatt
Title: President

BAMBINO FINANCE CORP.

By: _____
Name: Joe Todaro
Title: President

MESSAGEMEDIA US/EUROPE, INC.

By: _____
Name: Joe Todaro
Title: President

DOUBLECLICK HOLDING CORP.

By: _____
Name: Joe Todaro
Title: President

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date Second set forth above.

CLICK SUBCO CORP.

By: _____
Name: Philip U. Hammaraskjold
Title: President, Treasurer and Assistant Secretary

DOUBLECLICK INC.

By: _____
Name: David Rosenblatt
Title: President

BAMBINO FINANCE CORP.

By: Joe Todaro
Name: Joe Todaro
Title: President

MESSAGEMEDIA US/EUROPE, INC.

By: Joe Todaro
Name: Joe Todaro
Title: President

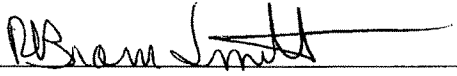
DOUBLECLICK HOLDING CORP.

By: Joe Todaro
Name: Joe Todaro
Title: President

Accepted and Agreed:

BEAR STEARNS CORPORATE LENDING INC.

as Administrative Agent and Collateral Agent

By: 
Name: **Richard Bram Smith**
Title: **Vice President**

[DOUBLECLICK INC. SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003305 FRAME: 0991

**Schedule I
to
Second Lien Trademark Security Agreement**

U.S. Trademark Applications

Trademark	App. No. App. Date
ABACUS	78623808 May 5, 2005
BUYERPOINT	78547238 January 13, 2005
CLEAREDGE	78600215 April 1, 2005
DART SEARCH	78485273 September 17, 2004
DBEDGE	78464237 August 9, 2004
MEDIAVISOR	76369798 February 11, 2002
MOTIF	78233345 April 3, 2003
MOTIF	78233342 April 3, 2003

U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
BOOMERANG	75601673 December 8, 1998	2390924 October 3, 2000
CHANNELVIEW	76304081 August 23, 2001	2670174 December 31, 2002
DART	75438088 February 20, 1998	2342237 April 18, 2000
DARTMAIL	76305995 August 28, 2001	2701909 April 1, 2003
DARTMAIL	76305994 August 28, 2001	2701908 April 1, 2003
DARTMAIL	76305993 August 28, 2001	2746086 August 5, 2003
DARTMAIL	76305991 August 28, 2001	2556010 April 2, 2002
DOUBLECLICK	75438109 February 20, 1998	2386809 September 19, 2000
DOUBLECLICK	75438087 February 20, 1998	2392531 October 10, 2000
DOUBLECLICK	74487400 February 7, 1994	1918985 September 12, 1995
DOUBLECLICK ENSEMBLE	78234739 April 7, 2003	2879320 August 31, 2004
SITEADVANCE	76421864 June 17, 2002	2848577 June 1, 2004

Trademark	App. No. App. Date	Reg. No. Reg. Date
SONAR.COM	75907419 February 1, 2000	2531325 January 22, 2002
SONAR.COM	75907067 February 1, 2000	2529082 January 15, 2002
SONARNETWORK	75907304 February 1, 2000	2699141 March 25, 2003
SONARNETWORK	75907420 February 1, 2000	2529083 January 15, 2002